No. 87-217

Supreme Court, U.S.
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IN THE

Supreme Court of the United States

OCTOBER TERM, 1987

JOHN C. COOK, et al.,

and

F.J. LEWANDOWSKI, et al.,

Petitioners,

v.

PAN AMERICAN WORLD AIRWAYS, INC.; AIR LINE PILOTS ASSOCIATION, INTERNATIONAL; AIR LINE PILOTS ASSOCIATION, PAN AM CHAPTER; FLIGHT ENGINEERS INTERNATIONAL ASSOCIATION; FLIGHT ENGINEERS INTERNATIONAL ASSOCIATION, PAN AM CHAPTER,

Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

RESPONDENTS' BRIEF IN OPPOSITION

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QUESTION PRESENTED FOR REVIEW

Whether the District Court, as affirmed by the United States Court of Appeals for the Second Circuit, properly granted summary judgment dismissing petitioners' age discrimination claims on the grounds that the respondents' seniority system for pilots and flight engineers, generated by an arbitration award merging previously separate systems of separate airlines, and accepted by respondents, is a "bona fide seniority system" that "is not a subterfuge to evade the purposes of" the Age Discrimination in Employment Act within the meaning of the exemption set forth in Section 4(f)(2) of that Act.

TABLE OF CONTENTS

	Page
QUESTION PRESENTED FOR REVIEW	i
TABLE OF AUTHORITIES	iii
Introduction	1
I. COUNTER-STATEMENT OF THE CASE	2
A. Procedural History	2
B. The Basic Facts	4
II. THE PETITION SHOULD BE DENIED	6
A. The Integrated Seniority System is Clearly "Bona Fide" Within the Meaning of §4(f)(2) of ADEA, and No Review of the Decisions Below is Called For	6
B. The Lower Courts Correctly Found that that Integrated Seniority System is Not a "Subterfuge to Evade the Purposes" of ADEA Within the Meaning of Section 4(f)(2) of that Act, and No Review of the Decisions Below is Called For	8
III. CONCLUSION	12

TABLE OF AUTHORITIES

Page

The Decision for which Review is Sought:

Cook v. Pan American World Airways, Inc., 645 F.Supp. 816 (S.D.N.Y.), *aff'd on the opinion below*, 817 F.2d 1030 (2d Cir. 1987) ..... *passim*

Previous Opinions in this Litigation:

Cook v. Pan American World Airways, Inc., 771 F.2d 635 (2d Cir. 1984), *cert. den.*, 106 S.Ct. 895 (1986) 3,4

Cook v. Pan American World Airways, Inc., 635 F.Supp. 693 (S.D.N.Y. 1986) 4

Other Cases:

California Brewers Ass'n v. Bryant, 444 U.S. 598 (1980) 7,8

Matras v. Amoco Oil Co., 385 N.W.2d 586 (Sup. Ct. Mich. 1986) 11

Northeast Master Executive Council v. C.A.B., 506 F.2d 97 (D.C. Cir. 1974), *cert. den.*, 419 U.S. 1110 (1975) 8

Paolillo v. Dresser Industries, Inc., 821 F.2d 81 (2d Cir. June 16, 1987), *withdrawing and replacing* 813 F.2d 583 (2d Cir. 1987) 10

Potenze v. New York Shipping Ass'n, Inc., 804 F.2d 235 (2d Cir. 1986), *cert. den.*, 107 S.Ct. 1955 (1987) 9

Page

Rosengarten v. J. C. Penny Co., 605 F.Supp. 154 (E.D.N.Y. 1985) 10

Trans World Airlines v. Thurston, 469 U.S. 111 (1985) 11

United Airlines, Inc. v. McMann, 434 U.S. 192 (1977) 9

Williams v. General Motors Corp., 656 F.2d 120 (5th Cir. 1981), *cert. den.*, 455 U.S. 943 (1982) . 10

Other Authorities

Age Discrimination in Employment Act, §4(f)(2), 29 U.S.C. §623(f)(2) ..... *passim*

Civil Aeronautics Board Order 82-4-75 (April 15, 1982) 3

29 C.F.R. §1625.8(a) 7

46 Fed. Reg. 47725 (Sept. 29, 1981) 7

New York Executive Law, §296(3-a) 11

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RESPONDENTS' BRIEF IN OPPOSITION

Introduction

Respondents – who are petitioners' employer and the unions representing the petitioners at various stages in their careers – file this brief in opposition to the petition for a writ of certiorari in the above-captioned action. The decisions below, granting and affirming summary judgment in favor of the respondents (defendants below) on the grounds that the challenged pilots seniority system was a "bona fide seniority system...which is

not a subterfuge to evade the purposes of [the Age Discrimination in Employment Act, (ADEA)]," were clearly correct on the facts. Those decisions broke no new legal ground, departed from no decisions of this Court, and created no conflict among the Courts of Appeals. It is petitioners (plaintiffs below) who wish to break new legal ground by advancing arguments designed to nullify one of ADEA's essential provisions, §4(f)(2) (29 U.S.C. §623(f)(2)), and thereby rewrite to their liking a statute that does not now suit them. The petition should be denied.

I. COUNTER-STATEMENT OF THE CASE

A. *Procedural History*

While, as petitioners note, this lawsuit began in March of 1984, this matter has had a substantial prior history. Respondent Pan American World Airways, Inc. ("Pan Am") acquired National Airlines in 1980, a transaction that required, and got, the approval of the Civil Aeronautics Board ("CAB"). As a condition of the CAB's approval, Pan Am had to integrate, or merge, the seniority systems of National personnel with those of Pan Am personnel in a "fair and equitable" way. Pan Am and the unions representing the four cockpit crew groups of the two pre-merger carriers (*i.e.*, Pan Am pilots, Pan Am flight engineers, National pilots, National flight engineers) then agreed that the unions would retain an arbitrator to create, in a four-party (inter- and intra-union) arbitration, a merged seniority system for pilots and for flight engineers, which system Pan Am could accept or reject; Pan Am, if it rejected this inter-union arbitrator's system, would then, under the CAB's merger conditions, have to participate in a (second) arbitration whose results would be binding on Pan Am. The inter-union arbitrator, Lewis Gill, in early 1981 devised an integrated seniority system consisting of a single pilots list and a single flight engineers list. Gill's system was accepted without modification by Pan Am a few months later.

The CAB had retained jurisdiction to review any post-merger integrated seniority system to ensure that it was "fair and

equitable." Consistent with that jurisdiction, a large group of pre-merger Pan Am pilots – almost identical to the plaintiffs-petitioners in this litigation – applied to the CAB to set aside the Gill-designed integrated seniority system as not "fair and equitable" in that Mr. Gill's seniority list for pilots (but not his flight engineers list) was disadvantageous to many pre-merger Pan Am pilots, who had tended to be more experienced and older than pre-merger National pilots, because that system was, in part, (i) constructed on the basis of a "ratio"and (ii) had "conditions and restrictions" tending to preserve pre-merger job opportunities, which in some instances superseded actual numerical positions in the new pilots seniority list.

In a lengthy decision, the CAB determined that the Gill seniority system was, as a matter of law, "fair and equitable" (and that the unions' conduct in the achieving of that system did not violate their duty of fair representation). *See*, CAB Order 82-4-75 (April 15, 1982). No appeal from that Order was taken.

In 1983, the first lay-offs under the Gill seniority system occurred. Of the 102 individuals laid off, only three were pre-merger Pan Am pilots (and plaintiffs-petitioners); that 1983 lay-off, and related job assignments, are the first Pan Am actions under the Gill system complained of in the petitioners' complaints.

In this litigation, the district court on October 31, 1984 dismissed the *Cook* complaint in its entirety on the grounds that it was an impermissible collateral attack on the CAB order; the Second Circuit affirmed in part and reversed in part. *Cook v. Pan American World Airways, Inc.*, 771 F.2d 635 (2d Cir. 1984), *cert. den.*, 106 S. Ct. 895 (1986). The Second Circuit affirmed the dismissal of the claims that, in agreeing to urge Pan Am to accept the Gill award (which had been designed by the unions' chosen arbitrator), the unions had violated their duty of fair representation to the plaintiffs; the Court of Appeals concluded that those claims, which had been presented to the CAB and resolved in the unions' favor by that agency, involved a legal matter the CAB jurisdictionally could and did properly resolve, so that the claims constituted an impermissible collateral attack on a CAB order.

However, as to plaintiffs' ADEA claim – that the Gill award's use of a ratio method to create part of the integrated pilots seniority list and the use of "conditions and restrictions" modifying the workings of that integrated list had an adverse impact on pre-merger Pan Am pilots, most of whom were over 40 (and slightly older than most pre-merger National pilots), as compared to a non-ratio, pure date-of-hire system without conditions – the Second Circuit took the view that the CAB neither purported to take jurisdiction, nor took jurisdiction, over the plaintiffs' age discrimination claims and so plaintiffs could bring those claims in the district court. While refusing to foreclose the plaintiffs' right to a *de novo* judicial determination of their age claims, the Second Circuit stated that its holding was "not intended to imply that the claims have merit or that plaintiffs will have the right to reopen the integrated seniority lists . . ." (*id.*, 771 F.2d at 644). Rather, the Court held that "this case is governed by §4(f)(2) of the ADEA," which "insulates an employer or labor organization from ADEA liability for observing the terms of a 'bona fide seniority system . . . which is not a subterfuge to evade the purposes' of the ADEA" (*id.*)

After remand, the district court denied a motion to intervene as party defendants filed by the group of pre-merger *National* pilots (636 F.Supp. 693 [S.D.N.Y. 1986]). Then, after plaintiffs had taken a dozen depositions, including that of Arbitrator Gill, defendants filed motions for summary judgment on the grounds that the seniority system challenged by the plaintiffs was in fact a "bona fide seniority system...which is not a subterfuge to evade the purposes" of ADEA within the meaning of ADEA §4(f)(2), 29 U.S.C. §623(f)(2). That motion was granted by the District Court (in an opinion reported at 645 F.Supp. 816 [S.D.N.Y.1986]); the Second Circuit affirmed, upon the opinion of the District Court, at 817 F.2d 1030 (2d Cir. 1987).

B. *The Basic Facts*

Inexplicably, petitioners fail to describe the "ratio method" by which the middle portion of the pilots seniority list was integrated by Mr. Gill despite the fact that it is that ratio method which

is the focus of their litigation. Mr. Gill was dealing with two separate seniority systems of two previously unrelated airlines, both of which systems were based on date-of-hire. Mr. Gill, in his award and in the separate 59-page opinion explaining the reasoning behind the award, concluded that a fair and equitable post-acquisition seniority system required that the new pilots list be constructed by length of service or date-of-hire at the top and bottom; but in the middle portion of the pilots list Mr. Gill chose to utilize a mixed ratio method. That method essentially slotted into the list after every 3.25 Pan Am pilots (from the pre-merger Pan Am pilots date-of-hire list) one National pilot (from the pre-merger National date-of-hire list), consistent with the fact that before the merger Pan Am had about 3.25 times as many pilots as National.

Mr. Gill explained that a complete date-of-hire or length-of-service list would have imposed substantial inequities on many National pilots. Thus, a ratio was necessary to insure that the lists were merged in a fair and equitable manner, *i.e.*, that

> "the airmen on each airline be in a position to fill vacancies in positions for which they had reasonable expectations absent the merger, or positions reasonably comparable thereto or, at least, to achieve a fair balance in the extent to which they may fall short of those expectations."*

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* Gill Opinion, found in the Joint Appendix filed with the Court of Appeals (No. 86-9033), at A-99. The flight engineers seniority list, in contrast to the new pilots list, was integrated completely by date of hire and length of service. (Gill Award, Petitioners' Appendix at l2a-l3a.) The arbitrator explained that the ratio method was unnecessary there because the National flight engineers, not being pilots or pilot-qualified, lacked the same promotion expectations held by the National pilots (Gill Opinion, found in the Joint Appendix, at A-l32). The two new integrated seniority *lists* have functioned as a single *system* for all Pan Am and former-National airmen, both pilots and flight engineers, in accord with Arbitrator Gill's Award on "cross bidding" between the flight engineer and the pilot seats ("Conditions and Restrictions," Section C, "Cross Bidding," Petitioner's Appendix at 17a).

(Footnote Continued)

The integrated pilots list was also subject to various "conditions and restrictions," by which Mr. Gill intended to recognize certain pre-merger expectations of the two pilot groups based on their relative positions in separate date-of-hire seniority systems on two very different airlines. Those conditions and restrictions preserved to a great extent – and for many years – the *pre-merger flying assignments of Pan Am as well as National pilots*, which assignments had been the results of the pilots' pre-merger positions in their separate date-of-hire seniority systems.

II. THE PETITION SHOULD BE DENIED

A. *The Integrated Seniority System is Clearly "Bona Fide" Within the Meaning of §4(f)(2) of ADEA, and No Review of the Decisions Below is Called For.*

Petitioners argue that the Gill seniority system is not "bona fide" within the meaning of §4(f)(2) of ADEA because, they claim, that system – with respect to portions and aspects of the *pilots* list – is inconsistent with an EEOC regulation, 29 C.F.R. §1625.8(a). That regulation, which the Courts below in fact relied upon, states that, while

> "a seniority system may be qualified by such features as merit, capacity or ability, any bona fide seniority system must be based on length of service as the primary criterion for the equitable allocation of available employment opportunities and prerogatives among younger and older workers."

In promulgating that regulation, the EEOC said it was adopting this Court's view that every bona fide seniority system

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Gill's use of the ratio method for a part of the pilots list was also consistent with respondent ALPA's merger policy, which prefers integration by date of hire and length of service but allows resort to a ratio where necessary to avoid serious inequities. (Gill Opinion, found in the Joint Appendix, at A-87-90). Such ratios have been used in airline mergers both before and since enactment of the ADEA, by Mr. Gill and others, when necessary to protect reasonable pre-merger expectancies. *See, e.g., In the Matter of Arbitration: Flying Tiger Line and Seaboard World Airlines* (1981). (Found in the Joint Appendix at A-178.)

dispenses preferential treatment "on the basis of some measure of time served in employment." *See*, *California Brewers Ass'n v. Bryant*, 444 U.S. 598, 606 (1980), cited at 46 Fed. Reg. 47725 (September 29, 1981). This "some-measure-of-time-served" definition is a broad one, as this Court recognized in *Bryant* by noting that *legitimate* seniority systems may reflect "not only the give and take of free collective bargaining, but also the specific characteristics of a particular business or industry [and] inevitably come in all sizes and shapes" and may thus " 'measure[] [seniority] in a number of ways' " (444 U.S. at 608).

The courts below were clearly correct, as a matter of logic and definition, when they determined that a seniority system created (in part) by the merging by a ratio method of two separate, legitimate seniority systems that had been based on a date-of-hire principle — so that an employee's relative measure of time served with a pre-merger airline is the basis for that individual's relative position in the merged-by-ratio portion of a post-merger integrated seniority list — is a seniority system based on some measure of time served in employment. And petitioners have no authority to the contrary. Similarly, the use of "conditions and restrictions" intended to carry forward for a number of years, for *both* pre-merger carriers' pilots, preferential job assignments based on pre-merger job assignments growing out of pilots' relative positions on date-of-hire seniority lists is also, by logic and definition, an aspect of a seniority system that is based on "some measure of time served in employment."

Petitioners nevertheless contend that Mr. Gill's use of a ratio in the middle of the pilots list, to avoid severe diminution of the reasonable expectancies of the National pilots, was *per se* invalid under the EEOC regulation. They would read the provision allowing seniority systems to "be qualified by such factors as merit, capacity or ability" (29 CFR §1625.8(a)) as prohibiting any other kind of variation from pure length of service or date of hire. There is no basis for reading the regulation so narrowly; use of the language "such factors as" certainly indicates that the listed factors are not meant to be exhaustive and that other non-age factors, such as reasonable expectancies *based on previous*

length-of-service seniority systems, would also be legitimate qualifiers of straight length of service.

There is no support for petitioners' interpretaton anywhere in the EEOC's regulation or the preamble to that regulation (46 Fed. Reg. 47725 *et seq.*), or in any case law. Moreover, it flies in the face of years of government-approved seniority integration in the airline industry using ratios designed to give effect to the pre-merger expectations of pilots and engineers. The courts, the CAB, numerous arbitrators, and the ALPA merger policy have long accepted the validity of ratios when necessary to preserve some pre-merger expectations and thereby achieve an equitable integration. *See, e.g., Northeast Master Executive Council v. C.A.B.*, 506 F.2d 97, 104-05 (D.C. Cir. 1974), *cert. denied*, 419 U.S. 1110 (1975).

Thus, without the support of any authority, petitioners are arguing for a definition of "bona fide" that would effectively limit new seniority systems to strict date of hire or length of service arrangements, without regard to the specific characteristics of a particular business – here, a merger of two very different airlines – and would take away from employers and labor unions, and arbitrators, virtually all possibility of merging previously separate seniority systems in a creative way, even where (as here) the way chosen was precisely one designed to allocate job opportunities equitably. Petitioners' arguments, in short, would call for a rejection of the common understanding of seniority systems, and of the broad flexibility allowed in seniority systems contemplated by this Court in, for example, the *Bryant* decision (444 U.S. at 608).

B. *The Lower Courts Correctly Found that the Integrated Seniority System Is Not a "Subterfuge to Evade the Purposes" of ADEA Within the Meaning of Section 4(f)(2) of that Act, and No Review of the Decisions Below is Called For.*

Petitioners, having no evidence that the respondents intended to discriminate against them because of their age, in essence argue that ADEA's §4(f)(2)'s phrase, "subterfuge to evade the purposes

of the [ADEA]," should have a new meaning, or rather, should have no meaning at all. The Court of Appeals for the Second Circuit, and this Court, have repeatedly made it clear that

> "[a] subterfuge under the Act is, in its ordinary dictionary sense, 'a scheme, plan, stratagem or artifice of evasion' *United Airlines, Inc. v. McMann*, 434 U.S. 192, 203 . . . (1977). This requires some showing of intent . . ."

Potenze v. New York Shipping Ass'n, Inc., 804 F.2d 235, 238 (2d Cir. 1986), *cert. den.*, 107 S.Ct. 1955 (1987). Petitioners, however, have not contended that Arbitrator Gill intended in his award to discriminate against anyone on the basis of age, and they have not presented any *evidence* that the respondents had any such intentions in accepting his award.

Accordingly, petitioners base their argument on "impact," asserting that respondents were obliged to reject the Gill system because respondents knew or should have known that it was not as favorable to petitioners — pre-merger Pan Am pilots over 40 — as other theoretically possible systems. Petitioners miss the point. The "subterfuge" requirement calls for a showing of age discriminatory intent, and the impact on petitioners of one seniority system vis-a-vis other systems that might benefit them and, of course, disadvantage others who might be younger (here, specifically, some pre-merger National pilots) is legally irrelevant under §4(f)(2).

Petitioners also argue that the respondents' *reasons* for accepting Mr. Gill's award rendered summary judgment inappropriate. Pan Am accepted the award because Pan Am determined that the award created a workable seniority system, and Pan Am wanted to get on with its business by operating with one seniority system instead of two. The unions urged adoption of the Gill Award because they had agreed, in advance, to support an award by their chosen arbitrator and because the Gill Award satisfied the need for a fair, equitable, and workable seniority system that preserved reasonable pre-merger expectations based on separate airlines' pre-merger date-of-hire seniority systems. Petitioners may

think those reasons inadequate or unreasonable from what amounts to a business school professor's point of view. But the wisdom of respondents' decisions is of no consequence absent an indication, based on evidence, that those reasons were part of a "scheme, plan, strategem, or artifice of evasion" covering up an age discriminatory intention, and there is absolutely no evidence of any such thing.*

Petitioners also assert that summary judgment should not have been granted because they claim that respondents had an obligation to determine the impact of the Gill system on pilots over 40, as compared to some hypothetical other seniority systems, and – because other conceivable systems were more advantageous to them – to reject the Gill system and try to obtain one more advantageous (to the petitioners). Because the respondents did not do so, petitioners argue that respondents apparently acted in "reckless disregard" of petitioners' ADEA rights, thereby foreclosing summary judgment at this stage.

Petitioners, however, are very mistaken about their rights; they are not entitled to *preferential* treatment *because of* their age. *See, e.g., Williams v. General Motors Corp.*, 656 F.2d 120, 129 (5th Cir. 1981), *cert. den.*, 455 U.S. 943 (1982); *Rosengarten v. J. C. Penny Co., Inc.*, 605 F.Supp. 154, 157 (E.D.N.Y. 1985). Indeed, what petitioners apparently want is an age-conscious review process designed to disadvantage pilots under 40 *because* they were under 40, in violation of various State age discrimination statutes that prohibit discrimination on the basis of age against

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* Petitioners go on to suggest that respondents had an obligation to demonstrate a "clear cost justification" for their accepting the Gill system, relying on a Second Circuit decision in *Paolillo v. Dresser Industries, Inc.*, 813 F.2d 583 (1987). It suffices to say that this cost justification requirement has never been applied to seniority systems, as opposed to benefit plans, under Section 4(f)(2). Moreover, seven weeks before the instant petition was filed, the cited *Paolillo* decision was withdrawn by the Second Circuit and replaced with a decision that in no way could support a conclusion that respondents here would have to demonstrate any cost justification for accepting Mr. Gill's award. See, *Paolillo v. Dresser Industries, Inc.*, 821 F.2d 81, 82, n. 1 (June 16, 1987).

those 18 and older, such as New York's (N.Y. Executive Law, 296[3-a]). *Cf., Matras v. Amoco Oil Co.*, 385 N.W.2d 586 (Sup. Ct. Mich. 1986). ADEA, needless to say, does not call for such an approach.

Furthermore, there is no authority that applies a "reckless disregard" standard, which *may* be used to determine whether to award liquidated damages in an ADEA case *after* underlying liability has been established,* to the establishing of underlying ADEA liability where defendants allegedly fail to act in the age-conscious way petitioners espouse. Not only is there no such authority but there could not be any such authority because it would essentially nullify the effect of the "subterfuge" exemption of ADEA's §4(f)(2). As this Court has made clear, "subterfuge" requires intent, and absent intent — whether the absence of intent is "reckless," simply unthinking, or positively pure-of-heart — there could be no subterfuge as a matter of simple definition of a word that has been recorded in the English language for several hundred years.

*See, *Trans World Airlines v. Thurston*, 469 U.S. 111, 126 (1985).

III. CONCLUSION

For the reasons outlined above, the Petition for a Writ of Certiorari should be denied in all respects. The issues petitioners seek to raise have been exhaustively and carefully dealt with by the Court of Appeals for the Second Circuit (twice), as well as by the District Court for the Southern District of New York. Petitioners have pointed to nothing showing how those decisions depart from the decisions of any other circuit or of this Court. In fact, the decisions below, which were based on a thorough review of the law and on a great deal of discovery, properly granted summary judgment in respondents' favor by applying undisputed facts to what must be seen as principles of law and of statutory interpretation that cannot be reasonably disputed.

September 30, 1987

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